

**AGREEMENT**

**between**

**J.G. MACLELLAN CONCRETE CO., INC.**

**and**

**TEAMSTERS LOCAL UNION #42**

**affiliated with**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**

**MAY 1, 2014 THROUGH APRIL 30, 2019**

### **AGREEMENT**

This Agreement made and entered into by and between the undersigned J.G. MACLELLAN CONCRETE CO., INC., hereinafter called the Employer and TEAMSTERS LOCAL #42, affiliated with the International Brotherhood of Teamsters, hereinafter called the Union, for and on behalf of its members now employed or who may hereafter be employed to govern the hours, wages and all other conditions of employment covered by this Agreement as hereinafter described from the First day of May, 2014 through the 30th day of April, 2019, and shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

**ARTICLE IX**  
**WAGES AND HOURS**

Batch Men Ready Mix Drivers  
Three Axle Dumps

05/01/14

\$25.95

Newly hired employees shall receive eighty (80%) percent of the applicable classification hourly rate of pay, for the first six months of employment. For the second six months of employment, the employee shall receive eighty-five (85%) percent of the applicable classification rate of pay. Commencing with year two, the employee shall receive ninety (90%) percent of the applicable classification rate of pay. Commencing with year three, the employee shall receive one hundred (100%) percent of the applicable classification rate of pay.

**ARTICLE XVI**  
**HEALTH AND WELFARE FUND**

The Employer shall continue to contribute eighty (80%) percent of the hourly contribution rate to the Northern New England Benefits Trust Plan for each hour worked, and each employee shall contribute the remaining twenty (20%) percent of said hourly rate.

**ARTICLE XX**  
**PENSION FUND**

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

(a) Commencing with the 30<sup>th</sup> day of April, 2014, and for the duration of the current collective bargaining agreement between Local Union 42 and the Employer, and any renewals or

extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter, for which an employee receives pay or for which pay is due, the Employer shall made a contribution of \$8.48 (eight dollars and forty-eight cents) to the New England Teamsters and Trucking Industry Pension Fund, but not more than \$339.20 (three hundred thirty-nine dollars and twenty cents) per week for any one employee from the first hour of employment in such week.

Commencing with the 30<sup>th</sup> day of April, 2015, the said hourly contribution rate shall be \$8.99 (eight dollars & ninety-nine cents), but not more than \$359.60(three hundred and fifty-nine dollars and sixty cents) per week for any one employee.

Commencing with the 30<sup>th</sup> day of April, 2016, the said hourly contribution rate shall be \$9.71 (nine dollars and seventy-one cents), but not more than \$388.40 (three hundred eighty-eight dollars and forty cents) per week for any one employee.

Commencing with the 30<sup>th</sup> day of April, 2017, the said hourly contribution rate shall be \$10.49 (ten dollars and forty-nine cents), but not more than \$419.60 (four hundred nineteen dollars and sixty cents) per week for any one employee.

Commencing with the 30<sup>th</sup> day of April, 2018, the said hourly contribution rate shall be \$11.33 (eleven dollars and thirty-three cents), but not more than \$453.20(four hundred fifty-three dollars and twenty cents) per week for any one employee.

Commencing with the 30<sup>th</sup> day of April, 2019, the said hourly contribution rate shall be

\$12.24 (twelve dollars and twenty-four cents), but not more than \$489.60 (four hundred eighty-nine dollars and sixty cents) per week for any one employee.

**ARTICLE XXIV**  
**TERMINATION OF AGREEMENT**

This Agreement shall remain in full force and effect from May 1, 2014 through the 30th day of April, 2019 and shall then renew itself from year to year, unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the first or any subsequent expiration date of the Agreement of a desire to change or amend this Agreement.

If notice or desire to amend or add to this Agreement is given, the parties shall within a reasonable time prior to any expiration date, enter into negotiations concerning such request.

During the course of negotiations for amendment, revision, or modification of designated provision, provisions, or renewal thereof, the terms and conditions herein set forth shall continue in effect and any change finally agreed upon shall be retroactive to the date of expiration and effective as of that date, providing both sides have negotiated in good faith.

Signed the    day of    2014

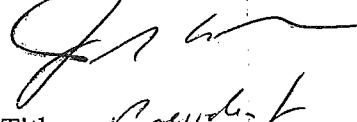
FOR THE UNION



Title *Secretary Treasurer*  
*Business Agent*

*7/10/14*

FOR THE COMPANY



Title *President*  
*9/1/17*